

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF  
BLUE HERON GOLF AND COUNTRY CLUB**

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BLUE HERON DEVELOPMENT, INC., hereinafter called the declarant is the owner in fee simple of that certain parcel of real property located in Okeechobee County, Florida known as BLUE HERON GOLF AND COUNTRY CLUB PHASE I, according to the plat thereof recorded in plat book 6 at page 50+51, public records of Okeechobee County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, declarant hereby declares that all of the real property described above and each part and lot thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1.1 "association" shall mean and refer to BLUE HERON GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 1.2 "common area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

The common area shall also mean all roads dedicated to the public for which the public authorities will not accept maintenance or for which the public authorities delay the acceptance of the maintenance responsibility. At such time as the public authorities accept the maintenance responsibility, the dedicated roads shall no longer be considered a part of the common area.

Section 1.3. "declarant" or "developer" shall mean BLUE HERON DEVELOPMENT, INC., its successors and assigns.

Section 1.4. "enclosed dwelling area" as used in minimum size requirements shall mean that total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and the like, provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 1.5. "parcel" or "lot" shall mean any parcel of land shown on the recorded plat referred to above with the exception of

the common area and with the further exception of land dedicated for public use and those lettered Tracts (e.g. Tract "A", Tract "B") as shown on the Plat described hereinabove. This term shall also include lots or parcels contained within subsequent phases to the Blue Heron Golf & Country Club project.

Section 1.6. "maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 1.7. "Golf Fairway Residential Lot/Areas" shall mean all those residential lots of land or blocks of land intended for subdivision located adjacent to any golf course located in Blue Heron Golf & Country Club project.

Section 1.8. "member" shall mean every person or entity who holds membership in the association.

Section 1.9. "mortgage" shall mean a conventional institutional mortgage.

Section 1.10. "mortgagee" shall mean a holder of a conventional institutional mortgage.

Section 1.11. "owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 1.12. "golf and country club facility" shall mean any property utilized for the operation of a golf and country club establishment. Said definition shall be deemed to include but not be limited to clubhouses, swimming pools, recreational areas, fairways, greens and other appurtenances to a fully functional and comprehensive facility.

Section 1.13. "BLUE HERON GOLF AND COUNTRY CLUB" or "property" shall mean and refer to all such existing properties as are subject to this Declaration or any supplemental or amended Declaration and property annexed to the property described hereinabove, such additional lands being adjacent to, at, or near the land described hereinabove.

## ARTICLE II PLATTING AND SUBDIVISION RESTRICTIONS

Declarants shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the property and to file

subdivision restrictions and/or amendments thereto with respect to any undeveloped or unsold portion or portions of the property without the consent of purchasers of parcels sold or developed on the property.

No lot shall be sub-divided or its boundary lines changed except with the written consent of the declarant, its successors and/or assigns.

ARTICLE III  
PROPERTY RIGHTS/BURDENS

Section 3.1. Title. Each purchaser of a parcel shall receive fee simple title to said parcel.

Section 3.2. Appurtenances. Each parcel is conveyed together with and subject to:

A. Owners Easements of Enjoyment. Every owner of a parcel shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such parcel, subject to the right of the association to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by two-thirds (2/3) of the members of each class except that until such time as Declarant has sold seventy-five percent (75%) of the parcels affected by this Declaration or amendments hereto, the decision of the declarants to dedicate or transfer shall be binding upon all members.

B. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent parcels and between each parcel and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling or shifting of the improvements construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent parcels, and between each parcel and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

C. Use of Common Areas. The right to use all common areas for the purposes for which they were constructed.

D. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein and an easement for ingress and egress for the, protection, improvement, cleaning and clearing of drainage facilities and roads.

E. No Partition. There shall be no judicial partition of the common area, nor shall declarants or any owner of any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing

contained herein shall be construed to prevent judicial partition of any parcel owned in co-tenancy, provided that such partition does not result in a reduction of a parcel's size or in any owner owning a parcel smaller than as set forth on the recorded plat.

F. Roads. All dedicated roads in this plat may be used for ingress and egress for any lands adjacent or near the property described in the Declaration that may be developed by the developers as an addition to this subdivision.

G. Easement for Drainage. There shall exist easements for drainage as shown on the plat for BLUE HERON GOLF AND COUNTRY CLUB, PHASE I for the benefit of the properties owned by the other members and for the benefit of the common areas. These easements shall be included not only on the property described in the plat but also on other adjacent property and property near this property that may be developed by the developer as an addition to this subdivision.

H. General Public Benefits. The easements, licenses, rights and privileges established, created and granted by this instrument shall be for the benefit of, and restricted solely to, the owners from time to time of parcels in the subdivision, their tenants, the families of such owners or tenants and their guests, for the duration of their ownership or tenancy, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

I. Unimproved Lots/Weed Control. In order to preserve the overall beauty of the area and to implement effective insect, reptile or woods fire control, the Association and its agents have the right to enter upon any residential lot on which a residence has not been completed and landscaped (with prior written approval of such plan); such entry to be made by personnel for the removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Architectural Review Board detracts from the overall beauty, setting and safety for Blue Heron Golf & Country Club. The cost of this vegetation control shall be paid by the owner of the lot and shall be deemed to be an assessment as described in Article V. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal service.

J. Pest Control. The Developer reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on and over and under the lots to dispense pesticides and take other action which in the opinion of the Developer, its successors and/or assigns is necessary or desirable to control insects and vermin.

K. Utility Easement. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of

electricity, Cable T.V., security cable equipment, telephone equipment, gas, sewer, water and other private or public convenience or utilities ten (10) feet in width, on, in or over the rear and street side of each lot, and ten (10) feet along one side of each lot, and such other areas as are shown on the applicable plats, provided further, that the Developer, its successors and assigns, may cut, at their own expense, drainways for surface water wherever necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut and prune trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

**L. Water/Wells.** No private water wells may be drilled or maintained on any residential lot so long as the Developer or its licensees, agents, successors or assigns, operates a water distribution line fronting on such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line, unless well water is to be used solely for irrigation purposes. No septic tanks may be installed on any resident's lot so long as the Developer or its licensees, agents/successors or assigns operate a sewage distribution line fronting on such lot.

**M. Pumps, spray fields and pumping stations.** The Developer further reserves to itself, its successors and assigns, the right to locate wells, pumping stations, siltation basins and tanks, or to spray treated effluent within any portion of Blue Heron Golf & Country Club; provided, however that should the owner of any portion of the properties upon which such pumping station, well or tank shall be located is other than the Developer or the Association, and the applicable recorded plat of such owner's property does not designate such property for use as aforesaid, then such pumping station, tank or well shall not be located upon such owner's property without permission of such owner. Such rights and reservation shall not be considered an obligation of the Developer or its assigns to provide or maintain any such utility or service.

**N. Bridges.** The Developer expressly reserves to itself, its successors or assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in the subdivision. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Developer to provide or construct any such improvements.

**O. Trespassing.** Whenever the Developer or the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

ARTICLE IV  
BLUE HERON GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

Section 4.1. Membership. Every record fee simple owner of a parcel in this development, including the declarants, agrees to become and shall be a member of the association, provided that any person or entity who holds such interest only as security for the performance of an obligation shall not be a member. At such time as said owner no longer holds fee simple ownership of any parcel, membership in the association ceases.

Section 4.2. Classes of Membership. The association shall have such classes of membership, which classes shall have voting rights, as set forth in the Articles of Incorporation of the association.

It is understood and agreed that the By-laws of the association shall provide that each member of the association, both Class A members and Class B members (declarants) be entitled to one vote for each parcel owned by the member. When more than one person is the owner of a parcel, all such persons shall be members, and the one vote shall be exercised by the "voting member" selected by the co-owners as they may determine, but in no event shall more than one vote be cast with respect to any parcel. Where an owner owns more than one parcel, the owner shall have one vote for each parcel subject to the foregoing provision with respect to more than one member having an interest in any parcel. If ownership of a parcel is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its voting member. Declarants shall be entitled to, and obligated to accept membership in such association, and shall have the benefit and bear the burdens of such membership with respect to the unsold parcels in the subdivision, except as otherwise provided for in these declarations.

Section 4.3. Title to Common Area. Title to the common area in each plat (if any) shall be conveyed to the association at or about the time of conveyance of the first parcel in each plat. Declarant may in its sole determination retain legal title to the common area for a shorter period than set forth above. At such time as declarant conveys legal title to the common area, declarant shall convey the common area to the association subject to taxes for the year of conveyance and to restrictions, covenants, conditions, limitations, reservations and easements of record. As long as declarant is a member of the association, declarant shall perform all the obligations, covenants and agreements, and abide by the restrictions contained herein with respect to the common properties, the same as all of the other members of the association, except for such construction and marketing activities as are consistent with development. The share to be paid by the declarant for assessments while it is a member of the association shall be computed on the basis of the number of parcels owned by it which is the same manner as the share is computed of each owner of a parcel(s). Provided however that until improvements are made to the property, or the parcel is

sold by the developer, the assessment to the developer shall be 10% of the amount paid for those lots not owned by the developer. At the time of the transfer of title of the common area to the association, the association shall accept the conveyance of title to it, shall continue to be bound by this Declaration, the Articles of Incorporation and By-Laws. All obligations including but not limited to the payment of assessments shall cease for the declarant when membership of the declarant in the association terminates. The same termination of obligations shall apply to each other member when membership of such member terminates in the association.

**Section 4.4. Purposes of the Association.** The Articles of Incorporation of the association shall specify, among its purposes and duties which shall include but not be limited to the following:

A. To hold fee simple title to the common areas as set forth in Section 1.3 above.

B. To enforce all of the covenants, restrictions, conditions, limitations and reservations contained in the deed of conveyance and in the recorded Declaration of Covenants, Conditions, Restrictions and Easement; Articles of Incorporation and By-Laws.

C. To maintain, preserve and improve the common areas, conservation areas, and any drainage or water control easements and systems. To keep such areas and systems clean and sanitary, including the removal of weeds and rubbish and to assess each parcel owner equally for the costs of such maintenance.

D. To maintain such fire, windstorm, flood, vandalism, malicious mischief, liability, medical, extended coverage, workers' compensation and any other type of insurance as the Board of Directors may from time to time deem necessary. Provided however unless there exists common areas as defined in Article I, Section 1.2, maintenance of insurance shall be at the sole discretion of the Board of Directors.

E. To enter into such agreements with public or private utilities to provide service to the subdivision at large. Utilities shall be deemed to include but not be limited to water, sewer, cable television and garbage collection.

F. To transact such other business as may be permitted by law.

#### **ARTICLE V ASSESSMENTS**

**Section 5.1. Lien and Personal Obligation of Assessments.** Declarant hereby covenants for each parcel within the subdivision, and each owner of a parcel is hereby deemed to covenant by acceptance of his/her deed for such parcel, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments, (2) special assessments for capital improvements and (3) assessments for exterior maintenance. Such assessments will be established and collected as hereinafter provided. The annual and special assessments and assessments for



exterior maintenance, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each parcel against which such an assessment is made. Each such assessment, together with interest, cost and reasonable attorneys' fees shall also be a personal obligation, but shall not pass to the successors in title of such person or persons as a personal obligation unless expressly assumed by them.

**Section 5.2. Purpose of Annual Assessments.** The annual assessments levied by the association shall be used exclusively to promote the health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the common areas. Annual assessments shall include, and the association shall acquire and pay for out of funds derived from annual assessments, the following:

A. Maintenance and repair of the common area and any drainage and water control easements or systems.

B. Electrical, lighting and other necessary utility service for the common area.

C. Acquisition of equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings and personnel necessary for the maintenance of the common area.

D. Fire insurance covering the full insurable replacement value of any improvements to the common area with extended coverage.

E. Liability insurance insuring the association against any and all liability to the public, to any owner or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

F. Worker's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the association.

G. A standard fidelity bond covering all members of the Board of Directors of the association and all other employees of the association in an amount to be determined by the Board of Directors.

H. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the association for the operation of the Board of Directors of the association for the operation of the common areas, for the benefit of parcel owners or for the enforcement of these restrictions.

**Section 5.3. Determination of Annual Assessment.** The Board of Directors of the association after consideration of current costs and future need shall establish an annual budget and shall levy assessments equally against the parcels. The total assessments



shall equal the proposed budget. During the calendar year of 1990, all parcels shall be assessed for \$ 0 Dollars per lot, which is the total assessment for the year 1990. The amount set forth herein being an estimate and not based upon historical experience of the declarants with the subject property, shall not constitute a limitation or restriction on the amount of the annual assessment for succeeding years.

Section 5.4. Assessments for Exterior Maintenance. The association shall assess the cost of exterior maintenance of a parcel or the exterior of an improvement thereon to the parcel on which such maintenance is performed, or in the option of the Board of Directors of the association, benefits from same. The assessment shall be made by the Board of Directors of the association and if more than one parcel is involved, shall be appropriated by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the parcels in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the parcel or parcels affected, and the personal obligation of the owner, and shall become due and payable in all respects as determined by the Board of Directors of the association, together with interest and fees for the cost of collection, as provided for the other assessments of the association, and shall be subordinate to mortgage liens to the extent provided by Section 5.10 of Article V.

Section 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or part the cost of any construction, reconstruction, maintenance and repair of the common area not covered by the annual assessment because of insufficient funds, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by two-thirds (2/3) of each class of members except that during such period that the declarants appoint a majority of the members of the Board of Directors, the decision of the Board of Directors as to the amount, date and other matters relating to the special assessment shall be final and binding on the members.

Section 5.6. Notice and Quorum for Action Authorized Under Sections 5.3, 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized by Section 5.3, 5.4 and 5.5 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite two-third (2/3) of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

**Section 5.7. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all parcels with the exception of the developer.

**Section 5.8. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to all parcels on the date (which shall be the first day of a month) fixed by the Board of Directors of the association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each parcel at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The due date of any exterior maintenance assessment under Section 4 hereof and any special assessment under Section 5 shall be fixed in the resolution authorizing such assessment. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific parcel have been paid.

**Section 5.9. Effect of Non-payment of Assessments; Remedies of the Association.** Any assessment not paid within 60 days of notice, shall be deemed in default and shall bear interest from that default date at the highest rate allowable by law. Interest shall accumulate for the period of time the assessment may be in default. If the assessment is not brought current after any such default, the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel or non-use of a Common Area or facility.

**Section 5.10. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any parcel shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments and shall relieve such parcel from liability for any assessments previously due or from the lien thereof. Any assessments deemed uncollectable by virtue of this paragraph may be ratably assessed to all lot owners, including the lots so foreclosed.

**Section 5.11. Exempt Property.** The Board of Directors of the association shall have the right to exempt any of the property subject to the Declaration from the assessments, charge and lien created herein, provided that such part of the property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.
- B. All conservation areas.
- C. All common areas as defined in ARTICLE I, Section 1.2 hereof.
- D. All public utility and drainage easements. Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

Section 5.12. Utilities Service. The extension of water and/or sewer line to any lot shall constitute and be deemed an agreement and acceptance by the lot owner to pay to either the Association or any utility company with whom the Association has an agreement to provide water and sewer services, the monthly service charges then in effect under the rules, regulations and rate schedules of said Association or utility company. The Association shall have the right to enforce collection of said charges by lien and foreclosure as provided herein.

#### ARTICLE VI ARCHITECTURAL COMMITTEE

Section 6.1. Architectural Review Board. No building, fence or other structure shall be erected, placed or altered on any residential lot until the proposed building plans, specifications, exterior color or finish, plot plat (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Association, or assigns. Refusal of approval of plans, location or specifications may be based by the Architectural Committee of Blue Heron Golf & Country Club upon any ground, including purely aesthetic conditions, which in its sole and uncontrolled discretion the Committee shall deem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Architectural Committee of Blue Heron Golf & Country Club. One (1) copy of all plans and related data shall be furnished to the Association for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Committee of written demand for approval, the provisions of this paragraph shall be thereby waived.

Section 6.2. Architectural Committee. The architectural functions of the association shall be administered and performed by an Architectural Committee, which shall consist of at least three (3) members, who need not be members of the association. The declarant shall have the right to appoint all of the members of the Committee, or such lesser number as it may choose until such time as it has sold seventy-five percent (75%) of the parcels affected by this Declaration or amendments hereto. Those members of the committee after declarant no longer have the right to appoint all of the members of the Committee shall be appointed by, and shall be subject to removal by the Board of Directors of the

association. At such time that the Board of Directors has the right to appoint one or more members of the Committee, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee. Any vacancy occurring on the Committee because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the Committee appointed by declarant as long as the declarant has the right to appoint all of the members of the Committee.

The Architectural Committee is initially composed of DONALD W. BROWN and LINDA FAYE BROWN, his wife, and MARTIN L. BROWN and EDITH L. BROWN, his wife, and JAMES R. BAUGHMAN and JOSEPHINE C. BAUGHMAN, his wife, and such other person or persons who may be appointed by declarant, who shall constitute this Committee as long as the declarant shall have the right to appoint all of the members of the Committee.

Section 6.3. Committee Powers. The Committee shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the association, modifications and/or amendments to the Architectural and Related Rules and Regulations in Article VII. Any modification or amendment to the Architectural or Related Rules and Regulations shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification shall be delivered to each member of the association; provided that, the delivery to each member of the association of notice and a copy of any modification or amendment to Architectural and Related Rules and Regulations shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To approve or disapprove upon submission to it of any landscape devise or object, or other improvement or change or modification thereto, the placement of which is proposed upon exterior portion of any parcel that is not part of the common area in of the subdivision.

C. The Architectural Committee shall have no jurisdiction over the Golf and Country Club Facilities as herein defined.

#### ARTICLE VII ARCHITECTURAL RULES AND USE REGULATIONS

The subdivision shall be occupied and used only as follows:

Section 7.1. Single Family Residence. Each lot shall be used as a residence for a single family and for no other purpose. No lot may be owned by more than three (3) owners at one time. For purposes of this subparagraph, a married couple, and children

(under 18) residing with the couple, constitutes a single owner. A lot owned by a corporation or partnership where the principal business activity of the corporation or partnership is the ownership of the residential lot shall not permit multiple shareholders or directors to reside on the lot. The purpose of the subparagraph is to preclude residential lots being sold under vacation time sharing, interval ownership, or right to use programs. No improvements on any lot shall be rented or leased by the lot owner thereof for a period of less than six (6) consecutive months without the express written permission of the Association, its successors or assigns.

Section 7.2. Temporary Structure. No structure of a temporary character shall be placed upon any lot at any time except as provided herein. The Association may, in its sole discretion, allow the use of shelters or temporary structures by the contractor during the construction of the main dwelling house, it being clearly understood that these shelters or temporary structures may not at any time be used as residences or permitted to remain on the lot after completion of construction. If any such structure is allowed, its location, size, design and color and the period of its existence on any lot will be subject to the approval and control of the Association. This has no application to construction requirements of the declarants. Detached accessory buildings may be constructed as follows, provided that such building do not overcrowd the site, that such buildings are not used for any activity normally conducted as a business, and that such buildings are not constructed prior to the construction of the main dwelling: A detached garage, boat shed, gazebo, or well constructed dog house. Tree houses shall not be permitted.

Section 7.3. Business. No business of any kind shall be conducted on any parcel except the business of declarant in the development of this subdivision. Leasing or subleasing of a portion of a parcel or improvements thereon while lessor or sublessor is in occupancy is not permitted.

Section 7.4. Alterations, Additions and Improvements of Residences/Parcels. In order to protect the natural beauty of the vegetation and topography of Blue Heron Golf & Country Club, written approval of the Architectural Committee of Blue Heron Golf & Country Club is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics of lots subject to these restrictions. Written approval will be required for the amount of earth movement required in plans and specifications as approved by the developer. No owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the Architectural Committee. The Committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

**Section 7.5. Miscellaneous Additions and Alterations.** No building, fence, wall or other structure shall be erected or maintained on any parcel within the subdivision, nor shall any exterior addition, be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to the surrounding structures and topography. No flag poles, clothesline, television antenna, radio/satellite receiver or sender or other similar device shall be attached to or installed on the exterior portion of any family dwelling unit or on any residential lot or common property within Blue Heron Golf & Country Club. The provisions of this paragraph shall not apply to Blue Heron Golf & Country Club Facility, and/or the Association for the installation of equipment necessary for a master antenna system, and mobile radio systems or other similar systems.

**Section 7.6 Damage and Destruction of Residences; Approval of Structural Variances.** Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

**Section 7.7. Zoning.** All structures shall comply with the zoning laws of Okeechobee County and any other proper governmental authority.

**Section 7.8. Minimum residence size/requirements.** No plans will be approved unless the proposed house has the minimum required square footage of enclosed dwelling area. Such minimum requirements of each lot are 1500 square feet heated area plus at least one (1) car garage, no carports. Each lot owner shall provide a screened area not generally visible from the road to serve as a service yard and an area for the storage of garbage receptacles. Plans for such screening, delineating the size design, texture, appearance and location must be approved by the Association prior to construction. Each owner will construct a mail box to conform similarly to the house design and will have a street light built on top of mail box. All lights will be activated by photo cell. Specifications will be provided by developer. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to



strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed.

Section 7.9. Exterior lighting. The design and location of all exterior lighting fixtures shall be subject to the approval of the Architectural Committee of Blue Heron Golf & Country Club. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any lot shall be located, directed, or of such intensity not to affect adversely the night-time environment of any adjacent property.

Section 7.10. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in or on any parcel with the exception of the business of declarant and the transferees of declarant in constructing the subdivision. Nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing or any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No junk, stripped or inoperable (other than temporarily inoperable), automobiles, motorcycles, vans, other motor vehicles, machinery, and other unsightly things may be kept on a parcel outside of a building. No exterior speaker, horn, whistle, bell or other sound devices which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon any lot. The playing of loud music within any family dwelling unit shall be noxious offensive behavior constituting a nuisance.

Section 7.11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on any residential lot, except as provided in this paragraph. A reasonable number of common household pets, such as dogs and cats may be kept on any residential lot. In order to preserve the aesthetic qualities of the Common Properties, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Common Properties, and to maintain a proper respect for other Property Owners and users of the Common Properties, each person who keeps a pet within a dwelling unit shall abide by the following restrictions, conditions, and affirmative obligations:

A. No pets may be kept, bred, or maintained for any commercial purposes.

B. The owner of such pet or pets shall exercise best efforts to not allow the pet to excrete upon the property owned by others or the owner, or to excrete in any area within the Common Properties, Open Space, or Recreational Amenities which are regularly traversed or in which children may be expected to play.



C. The owner of such pet shall use a scoop or other device to clean up any defecation or solid excrement left by the pet upon the Common Properties, Open Space, or Recreational Amenities, bike path or roadways.

D. The owner of a pet will not allow the pet to roam unattended on the Property, it being the responsibility of each owner to either leash their pets or retain voice control while the pets are out of doors.

E. The owner shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb Property Owners.

The breach of any of the restrictions, conditions, obligations and duties contained in this paragraph shall be a noxious and offensive activity constituting a nuisance.

No animals normally known as wild animals may be kept on a lot.

Section 7.12. Garbage and Refuse Disposal. Each lot owner shall prevent the development of any unclean, unsightly or unkept conditions of the buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Such a condition may be corrected by the Association or Developer at the owners expense. The cost of such clean-up shall constitute a lien as defined herein.

Section 7.13. Fences, Hedges or Walls. No fences, hedge, wall or other dividing instrumentality over four feet in height measured from the ground on which it stands shall be constructed or maintained on any parcel. Any deviations shall be approved by the Architectural Review Board.

Section 7.14. Alteration in, Construction on or Removal from Common Area. Nothing shall be altered in, constructed on or removed from the common area except on the written consent of the association.

Section 7.15. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run from the proper connection points to the building structure in such a manner to be acceptable to the governing utility authority, the Association and the declarant. In addition, upon occupancy, all residences shall install a front yard light operated from dusk to dawn by photocell. The style wattage and manufacturer of the light shall be subject to the approval of the Architectural Committee to ensure compatibility and harmony on a development wide basis.

Section 7.16. Activities of Declarant. Declarant or the transferees of the declarant shall undertake the work of developing all easements and common areas within the subdivision. The completion of that work is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent declarant's transferees or the employees, contractors or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

B. Prevent declarant, declarant's transferees or the employees, contractors or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees or their representatives, such structures as may be reasonable necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of parcels by sale, lease or otherwise;

C. Prevent declarant, declarant's transferees or the employees, contractors or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of parcels by sale, lease or otherwise; or

D. Prevent declarant, declarant's transferees or the employees, contractors or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the parcels owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of subdivision parcels.

As used in this section, the words "its transferees" specifically exclude purchasers of individual parcels.

Section 7.17. Oil and Mine Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any parcel.

Section 7.18. Exterior and Yard Maintenance. The exterior finish of any structure on any lot shall at all times be maintained in good condition and repair, including any painted finishes. In addition, all yard areas and any planting thereon shall be kept in a clean, neat and well-appearing condition, in accordance with reasonable standards of garden care and culture.

Section 7.19. Vehicles/Vessels. No camper, recreational vehicle, boat, utility trailer, or other similar vehicles in excess of twenty (20') feet in length shall be placed on any lot at any time. All boats, vehicles, etc. of 20' feet or less must be stored in a suitable screened area. The Association in its sole discretion shall determine the suitability of such area. The

use of such vehicle for purpose of sleeping accommodation while on the lot is prohibited. No trucks or vehicles of over one (1) ton in weight shall be parked on a lot or any place in the development except for the purpose of delivery of items to lots or for any other temporary purpose. Each lot owner shall provide space for parking of automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association.

Section 7.20. Signs. No commercial sign, including "for rent" or "for sale", and other similar signs, shall be erected or maintained on any lot by anyone, including, but not limited to the owner, a Realtor, a contractor or subcontractor, except with the permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said sign unless its erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association.

#### ARTICLE VIII OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

#### ARTICLE IX OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fires or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

#### ARTICLE X INSURANCE PROVISIONS

Section 10.1. Liability Insurance. Subject to the limitations contained hereinabove the Board of Directors of the association shall obtain public liability and property damage insurance covering all real property owned by the association and all of the common area in the subdivision and insuring the association, the declarants and the parcel owners as its and their interest appear, in such amounts and providing such coverage as the Board of

Directors of the association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be assessed equally against each parcel owner.

**Section 10.2. Casualty Insurance.**

A. Purchase of Insurance. The Board of Directors of the association shall obtain fire and extended coverage and vandalism and malicious mischief insurance, insuring the common area and including personal property owned by the association, insuring the association, the owner of the common area, all parcel owners and their mortgagees, as their interests may appear and the declarants, in a company acceptable to the standards set by the Board of Directors of the association, in an amount equal to the maximum insurable replacement value; as determined annually by the Board of Directors of the association. The premium for such coverage and other expenses in connection with such insurance shall be paid by the association and shall be assessed equally against each parcel. The company or companies with whom the association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida.

B. Loss Payable Provisions. All policies purchased by the association shall be for the benefit of the association, and all parcel owners and their mortgagees and the declarants as their interest may appear. The association shall be the named insured and it shall not be necessary to name the parcel owners and the declarants. Such policies shall be held by the association. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the association. The association shall receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and for the benefit of the Association.

C. Association's Power to Compromise Claim. The association is hereby irrevocable appointed agent for each parcel owner for the purpose of compromising and settling claims arising under insurance policies purchased by the association and to execute and deliver releases therefore upon the payment of claims.

**Section 10.3. Workmen's Compensation Policy.** To meet the requirements of law.

**Section 10.4. Miscellaneous Insurance.**

A. Such other insurance as the Board of Directors of the association shall determine from time to time to be desirable, including but not limited to, flood insurance.

B. Each individual parcel owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring with his own parcel (which encompasses the entire area to which he has fee simple title) and for purchasing insurance upon his own property not expressly covered herein.

C. If available, and where applicable, the association shall endeavor to obtain policies which provide that the Insurer waives

its right of subrogation as to any claim against parcel owners, the association, their respective servants, agents and guest, and declarants.

Section 10.5. Annual Assessments. Each parcel owner will be assessed annually for the insurance obtained by the association. The assessment for insurance shall be due and payable when billed, which shall be sixty (60) days prior to the expiration date of the policy. Assessments and installments on such assessment paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of twelve (12%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The association shall have a lien against the property of such parcel owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.

Section 10.6. Insurance Policies. The Board of Directors of Association may at any time, in its sole discretion, designate a Trustee to receive the proceeds of any insurance policies under terms and conditions to be established by the Board of Directors of the association.

#### ARTICLE XI ANNEXATION OF ADDITIONAL PROPERTY

Section 11.1. Phase Development. It is the intent of the declarant to develop the project known as Blue Heron Golf & Country Club in distinct phases. Each phase shall consist of an individual plat prepared in accordance with the ordinances and regulations of the City of Okeechobee. As each subsequent phase is recorded, the declarants shall file a notice of amendment/annexation stating the official title, plat book, page and reference of the phase together with the number of lots contained within that phase. Upon recording of the notice, these Declarations of Covenants, Conditions, Restrictions and Easements shall be deemed to be amended to include the new phase and the lots contained therein. Thereafter, owners of lots in the subsequent phases shall be considered members of the Blue Heron Golf & Country Club Homeowners Association, Inc. and accorded with all of the rights, privileges and responsibility of lot owners as if their lot or parcel had been contained within the original plat of Blue Heron Golf & Country Club Phase I.

Section 11.2. Reassessments. Assessments which had previously been established based upon the number of lots subject to these Declarations, shall be adjusted as a result of the additional lots contained in the new phase. Provided however that nothing contained herein shall require the Board of Directors of the Association to recalculate the assessments prior to the regularly

scheduled date for doing so or require the Association to refund a portion of the current period assessment due to the increased number of lots.

**Section 11.3. Percentage Calculations.** Whenever in this document percentages are used to enable or limit the declarant in the exercise of rights, such as voting control or amendments, the percentages shall be construed to include the total number of lots in the four phase project. Any such percentage calculations shall utilize the total lot number as the denominator of a fraction and the number of units sold or retained as the numerator.

**ARTICLE XII  
GOLF FAIRWAYS**

**Section 12.1. Golf Course lots.** That portion of any Golf Fairway Residential lot or block within thirty (30) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the Architectural Committee of the Association before their implementation.

**Section 12.2. Maintenance Easement.** There is reserved to declarant, its successors and/or assigns a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in Blue Heron Golf & Country Club. This reserved easement shall permit declarant, at its election to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6") inches in diameter, stumps, trash, or debris, planting of grass, watering, application of fertilizer and mowing the easement area. This golf course maintenance easement area shall be limited to the portion of such lots within thirty (30') feet of the lot line(s) bordering the golf course, provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with Blue Heron a landscaping plan for such lot by the Owner thereof, or alternatively, a residence constructed on the lot.

**Section 12.3. Play through.** Until such time as a residence is constructed on a lot, declarant, its successors and/or assigns reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easements shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and only recovery of balls and play as provided herein shall be permitted in such Easement areas. Golfers or their caddies shall not be permitted to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. If



declarant determines that it is desirable for proper play of the course, after construction of a residence on a Golf Fairway lot, "Out of Bounds" markers may be placed on said lot at the expense of declarant. If an "Out of Bounds" marker is placed on the maintenance easement, a player may play a ball from that portion of the easement area between the golf course and said marker.

Section 12.4. Nuisance. Owners of Golf Fairways lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

Section 12.5. Construction of Dwelling. Notwithstanding the provisions of Paragraph 12.2, declarant hereby reserves the right to allow an owner to construct a dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

#### ARTICLE XIII GENERAL PROVISIONS

Section 13.1. Duration and Remedies for Violation. The Covenants, Conditions, Restrictions, and Easements of this Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the declarants, the association and the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors or assigns, for a term of twenty-five (25) years for the date this Declaration is recorded, after which time said Covenants, Conditions, Restrictions and Easements shall automatically be extended for successive periods of ten (10) years unless at the completion of the fifty year period, an instrument signed by the then owners holding not less than two-thirds (2/3) of the voting interest of the membership has been recorded agreeing to terminate said Declaration of Covenants, Conditions, Restrictions and Easements in whole or in part. At any time during an automatically extended period, a document agreeing to the change may be recorded and is effective as of the date of recording. This section contemplates that this Declaration of Covenants, Conditions, Restrictions and Easements shall be in existence for at least 50 years. This portion of this section concerned with termination by a two-third (2/3) vote of owners shall have application unless declarants consent in writing or until such time as declarants have sold seventy-five percent (75%) of the parcels affected by this Declaration of amendments hereto, the property being the property described in this Declaration on



Page 1 and any property that hereinafter becomes part of this development as referred to in ARTICLE XI of this Declaration, or for a period of five (5) years from the date of recording in the Public Records of Okeechobee County, Florida of this Declaration of Covenants, Conditions, Restrictions and Easements, whichever event first occurs.

**Section 13.2. Enforcement.** In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, declarant and or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any event. In addition to the foregoing, declarant and/or Association shall have the right, wherever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation is exist and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation is shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney's fees as a part of such action including the appeal thereof.

**Section 13.3. Waiver.** It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

**Section 13.4. Notices.** Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the association at the time of such mailing.

**Section 13.5. Attorney's Fees and Costs.** If any legal action is brought against the declarants and/or the Homeowners Association by any owner or group of owners, individually or as a class and if the declarants or the association or both prevail, the declarants and/or the association shall be entitled to reasonable attorney's fees and costs expended as a result of the legal action. If no legal action is brought, but the declarants and/or the association is caused to incur attorney's fees and other costs as a result of actions of any of the above and the declarants and/or the association prevails, the declarants and/or

the association shall be entitled to reimbursement for reasonable attorney's fees and other costs that were incurred.

**Section 13.6. Golf and Country Club Facility.** As part of the overall design concept of the Blue Heron Golf & Country Club, there exists areas set aside within each phase and plat to allow the development, operation and maintenance of golf and country club facilities. By way of example, but not obligation or limitation, these facilities might include golf course greens, fairways, practice ranges, clubhouses, restaurants, swimming pools, tennis courts and other recreational facilities normally associated with a golf and country club. Nothing contained in these Declarations of Covenants, Conditions, Restrictions and Easements of Blue Heron Golf and Country Club shall be deemed to entitle lot owners or association members to free and unrestricted use of the golf and country club facilities. Further, with the exception of Section 13.9, nothing contained in this document shall be deemed to place the golf and country club facility under the control or jurisdiction of the Homeowner's Association or the Declaration of Covenants, Conditions, Restrictions and Easements of Blue Heron Golf and Country Club. Neither this document nor a lot purchaser by virtue of the purchase alone shall be considered to be a member of the Blue Heron Golf and Country Club facility.

**Section 13.7. Invalidity and Severability.** If any covenant, condition or restriction hereinabove contained, or any portion thereof is found to be invalid or void by judgment or court order, such invalidity shall in no way affect any other covenants, conditions and restrictions which shall remain in full force and effect.

**Section 13.8. Amendment.** The Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than two-thirds (2/3) of the voting interests of the membership. However, until such time as declarants have sold seventy-five percent (75%) of the parcels affected by this Declaration of amendments hereto, the property being the property described in this Declaration on Page 1 and any property that hereafter becomes part of this development as referred to in ARTICLE XI of this Declaration, no amendment will be effective without declarants' express written joinder and consent. Amendments shall not adversely prejudice the interest of any mortgage of record. Any amendment which would affect the surface water management system, including the water management easements and any conservation portions of the common areas, must have the prior approval of the South Florida Water Management District or its successors.

**Section 13.9 CONSERVATION AND DRAINAGE AREAS**

The provisions, restrictions and recitals contained in this paragraph shall apply to all platted land within BLUE HERON GOLF AND COUNTRY CLUB phase 1 (and subsequent BLUE HERON GOLF AND COUNTRY CLUB phases) including the Golf and Country Facility (Tract "A") located within the plats. For the purposes of this

paragraph, the term "Tract 'A'" shall be deemed to be the collective parcels contained in all phases of BLUE HERON GOLF AND COUNTRY CLUB set aside for the Blue Heron Golf and Country Club facility and so designated on each plat.

**A. CONSERVATION AREAS WITHIN LOTS**

Certain lots contain conservation flowage areas as shown upon the plat of BLUE HERON GOLF AND COUNTRY CLUB phase 1 (and subsequent BLUE HERON GOLF AND COUNTRY CLUB phases) and further identified by marker. Each owner of lots containing such conservation flowage areas shall retain exclusive use of the conservation areas located within the lot, but the owner may in no way alter the conservation areas from their natural state. Activities prohibited within the conservation areas include, but are not limited to: Construction or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. Notice is further given that adjacent construction shall not be permitted to infringe upon the conservation areas heretofore defined and established.

**B. CONSERVATION AREAS WITHIN COMMON AREAS AND ROAD RIGHT OF WAYS**

Conservation flowage areas as shown upon the plat of BLUE HERON GOLF AND COUNTRY CLUB phase 1 (and subsequent BLUE HERON GOLF AND COUNTRY CLUB phases) and further identified by marker lying within any common areas and in the road right of way shall be the perpetual responsibility of the association and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to: Construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. Notice is further given that adjacent construction shall not be permitted to infringe upon the conservation areas heretofore defined and established.

**C. CONSERVATION AREAS AND DRAINAGE AREAS WITHIN GOLF COURSE (PARCEL A)**

Conservation flowage areas and drainage areas as shown upon the plat of BLUE HERON GOLF AND COUNTRY CLUB phase 1 (and subsequent BLUE HERON GOLF AND COUNTRY CLUB phases) and further identified by marker lying within the Parcel "A" of any phase of BLUE HERON GOLF AND COUNTRY CLUB shall be the perpetual responsibility of the owner(s) of the Golf and Country Club Facility. The owner(s) shall retain exclusive use of the conservation areas located

within the Golf Course (Parcel "A") lot, but the owner(s) may in no way alter the conservation areas from their natural state. Activities prohibited within the conservation areas include, but are not limited to: Construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. Notice is further given that adjacent construction shall not be permitted to infringe upon the conservation areas heretofore defined and established.

It is recognized that there exists an interdependance between the residential areas and the Golf and Country Club facilities as a result of a common drainage system. It shall be the responsibility of the owner(s) of the golf course (Tract "A") to maintain the drainage system lying within the course in a manner consistent with its original design, construction and purpose. Should the owner(s) fail to so maintain, it shall be the responsibility of Blue Heron Golf and Country Club Home Owners Association to either maintain the drainage system/areas or enforce the obligation of the owner(s) to maintain. The Association shall be authorized to proceed in accordance to Section 13.2 of these Declarations.

Section 13.10. Additional Rules. The association shall be authorized from time to time to establish such rules and regulations as are reasonably necessary for the common enjoyment of the Blue Heron Golf & Country Club. Such rules and regulations shall not conflict with the terms of these Declarations of Covenants, Conditions, Restrictions and Easements.

Section 13.11. Third Party Beneficiary. The prohibitions and responsibilities contained in these deed restrictions may be enforceable by the South Florida Water Management District as third party beneficiary in addition to any and all other means of enforcement more particularly described in this document.

Section 13.12. Assignment. Developer reserves the right to assign to the Association all of its rights contained in these covenants and restrictions if it deems such action proper.

Section 13.13. Usage. When used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.14. Effective Date. This Declaration shall become effective upon its recordation in the Public of Okeechobee County, Florida.

IN WITNESS WHEREOF, the declarants have caused these presents to be executed as required by law on this day and year first above written.

Attest: Donald W. Brown  
Secretary

BLUE HERON DEVELOPMENT

BY: James R. Baughman  
President

STATE OF FLORIDA  
COUNTY OF OKEECHOBEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES R. BAUGHMAN as President and DONALD W. BROWN as Secretary of BLUE HERON DEVELOPMENT, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of NOVEMBER 1990.

Laura Ann McCall  
Notary Public  
My Commission Expires:



LAURA ANN McCALL  
My Comm. Expires May 8, 1992  
Qualified Notary Public - Notarizations

CLERK OF CIRCUIT COURT  
GLORIA J. FORD

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